

**Tab 3**



# City of Homestead Council Agenda Report

Item Number: 1420

## AGENDA ITEM INFORMATION

Meeting:	CRA	Meeting Date:	3/10/2015
Department:	CRA	Department Head:	Stephen Scott
Item Type:	Resolution	Author:	Elizabeth Mangual
Title:	CRA Commercial Enhancement Grant		
Requested Action:	Approval of Resolution authorizing the disbursement of Commercial Grant Funds		
Recommendation:	<p>Staff recommends the CRA Board approve the Resolution authorizing the disbursement of Commercial Enhancement Grant Funds to the following grant applicant:</p> <p>KLF Properties, Inc. c/o Linda Fagan for the property located on 45 N.W. 4th Street, Homestead, FL 33030 in the amount of \$25,000.</p> <p>NOTE: Due to the urgency of this application this recommendation is made by staff, and was not presented to the South West Advisory Committee.</p>		

## BACKGROUND AND SUPPORTING DOCUMENTATION

Background Information: On August 3, 2014, a fire destroyed the inside of the building, located at 45 N.W. 4th Street, Homestead, FL 33030, which housed KLF Properties. These funds are intended to assist with the re-construction costs.

Exhibit Attachment(s):

0(2)

Exhibit Description(s)	1	K.L.F. Properties Inc. Application	6	
	2	Resolution & Commercial Grant Agreement	7	
	3		8	
	4		9	
	5		10	



# City of Homestead Council Agenda Report

Item Number: 1420

## FUNDING INFORMATION

Finance Approval:	Approved-Carlos M. Perez 03/05/15	Total Approved Amount:	\$25,000.00
1 - Account Name:	Commercial Façade Grant	Account Number:	360-0918-554-83-40
Amount:	\$25,000.00	Current Balance:	\$222,199.00
2 - Account Name:		Account Number:	
Amount:		Current Balance:	
3 - Account Name:		Account Number:	
Amount:		Current Balance:	

## PROCUREMENT SECTION

Received Date:	3/5/2015	Reference Number:	N/A
Transaction Type:		Bids Solicited / Received:	
Vendor Name and Information:			
Procurement Amount:		Details:	
Procurement Notes:	This request does not require the procurement process.		
Review Committee Members:			
Completed Date:	3/5/2015	Completed By:	Carol P. McPatrick, CPPO, CPPB.

## REVIEW - APPROVALS

Fleet:	Not Applicable	Initials:	JE	Additional Approvals:
HR / Risk:	Yes	Initials:	PMT	
ITS:	Not Applicable	Initials:	JE	

Legal Review:	Matthew Pearl	Legal Date:	3/5/2015
Director Authorization:	Stephen Scott	Director Date:	3/5/2015
City Manager Authorization		Item Status:	

Date Created: 3/2/2015 12:19:55 PM

Last Modified:

3/5/2015 3:15:29 PM



City of Homestead

## COMMUNITY REDEVELOPMENT AGENCY

*Enhancing your Community*

### COMMERCIAL ENHANCEMENT GRANT APPLICATION

#### APPROVAL PROCESS

Grant proposals will be accepted by the CRA and reviewed on a first come first serve basis, until the allocated funds have been exhausted. CRA staff or designee will evaluate the grant proposals to determine funding priority and will decide from that on.

#### CHECKLIST OF DOCUMENTS TO BE PROVIDED

Please retain a copy of all items submitted to CRA. Failure to provide the following information may render the application incomplete.

YES	NO	DESCRIPTION
		Lease Agreements for any building tenants or occupants on the property and affected by the rehabilitation work
✓		Proof of ownership of the property. (If owned by corporation or company, provide copy of articles of incorporation or articles of organization and list of corporate officers and members.)
		If the applicant is a tenant or lessee of the property, property owner's consent to the enhancement improvement application is required.
✓		Proof of property taxes paid on the property proposed for rehabilitation, including current year's taxes, if due, and prior years.
		Certificate of Appropriateness from the Historic Preservation Board (If applicable)
✓		Three photos. Pictures to include close-up of property front view; block front view of same side of street; and block front view across the street from the property.
		Proof of payment of all services and utility charges due on the property.

Contact Name: JESSICA McMULLEN (BUSINESS) MANAGER  
LINDA R. FAGAN  
Contact Number: 786-255-3787  
786-255-5214

Contact Email Address:  
Chips29@aol

Contact Address:

Business Name: KLF  
45 NW 4th Street  
Homestead, FLA

Type of Business:

Sole Ownership ☒  
Partnership ☐  
Corporation ☐

Business Address:  
45 NW 4th Street  
Homestead, FLA

FEIN:

650 785860

Property Owner Name:

LINDA R. FAGAN

Property Owner's Mailing Address:

45 NW 4th Street Homestead

Property Legal Description: Lots 41 & 42  
Size 100,000 X 130

Folio #:

OK 18872-3103-11993

10-7813-013-0310

**Description of Proposed Improvements:**

Fire destroyed inside of building  
August 3, 2014 Over 300,000 worth of  
damage to building  
Need money to assist with  
Reconstruction

Estimated Cost of Project: \$ 100 - 250,000

FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS

Detail by Entity Name

Florida Profit Corporation

K.L.F. PROPERTIES, INC.

Filing Information

Document Number

P99000076586

FEI/EIN Number

650946250

Date Filed

08/23/1999

State

FL

Status

ACTIVE

Last Event

REINSTATEMENT

Event Date Filed

10/10/2013

Event Effective Date

NONE

Principal Address

45 N.W. 4TH STREET  
HOMESTEAD, FL 33030

Changed: 02/11/2003

Mailing Address

45 N.W. 4TH STREET  
HOMESTEAD, FL 33030

Changed: 02/11/2003

**Registered Agent Name & Address**

PIERCE, JAMES RJR, CPA  
48 N.E. 15 STREET  
HOMESTEAD, FL 33030

Name Changed: 02/11/2003

Address Changed: 02/11/2003

**Officer/Director Detail**

**Name & Address**

Title PSD

FAGAN, LINDA R  
17305 SW 300TH STREET  
HOMESTEAD, FL 33033

**Annual Reports**

Report Year	Filed Date
2012	04/18/2012
2013	10/10/2013
2014	04/22/2014

**Document Images**

<u>04/22/2014 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>04/18/2012 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>01/13/2011 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>10/21/2010 -- REINSTATEMENT</u>	<a href="#">View image in PDF format</a>
<u>05/01/2008 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>05/25/2007 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>

<a href="#">04/14/2006 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/02/2005 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">09/20/2004 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/11/2003 -- REINSTATEMENT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/13/2001 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/31/2000 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">08/23/1999 -- Domestic Profit</a>	<a href="#">View image in PDF format</a>

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State of Florida, Department of State



The applicant(s) hereby submits sketches, pictures, drawings, plans, colors and architects renderings with this application. The Applicant(s) also hereby submits all documentation required by the required policies and procedures for the grant application and award. The applicant(s) understand that these must be reviewed by the Community Redevelopment Agency Board or designee, and where applicable the Homestead Historic Preservation Board. Permits must also be obtained from the City of Homestead Building Department as applicable.

The applicants(s) understands that no grant application work will commence until he/she receives written approval from the City of Homestead Community Redevelopment Agency Board or designee, as set forth in the required policies and procedures for grant application and award, and any applicable agencies. The applicant(s) also understands that any grant funds will be of matching grant nature and that no funds will be reimbursed until proper documentation has been submitted to and approved by the City of Homestead Community Redevelopment Agency staff or designee and all applicable agencies.

The applicant(s) and property owner does hereby agree to defend, indemnify and hold the City of Homestead, the Community Redevelopment Agency, and the Historic Preservation Board harmless from and against any and all liability, damages, costs or expenses (including reasonable attorneys' fees, costs, and expenses at both the trial and appellate levels) arising from the acts or omissions of the property owner or the contractor, and its agents, invitees, material men, laborers and subcontractors, in connection with this Program and all work to the property pursuant to the Program.

STATE OF FLORIDA )

COUNTY OF MIAMI DADE )

Sworn to and subscribed before me this 26 day of February of 2015, by  
Linda R. Fagan who (check one) ☒ is personally known to me or ☐ has  
produced a \_\_\_\_\_ as identification.

[SEAL]



GLORIA J. CHIAPETTA  
MY COMMISSION # EE 840619  
EXPIRES: February 4, 2017  
Bonded Thru Budget Notary Services

Gloria J. Chiapetta  
Notary Public, State of Florida

Gloria J. Chiapetta  
Print Name of Notary  
Commission No. EE 840619  
Commission Expires 2/4/17

## PROPERTY OWNER'S CONSENT AFFIDAVIT

The property owner does hereby represent and certify to the City of Homestead and the Community Redevelopment Agency as follows: (a) that is the owner of fee simple title to the property which is the subject of the application; that he/she agrees with the submission of the application to the City of Homestead Community Redevelopment Agency for the sole purpose of requesting a Commercial Enhancement Grant.

  
Signature of Property Owner

2/24/15  
Date

LINDA R. FAGAN  
Print Name

Valid Identification

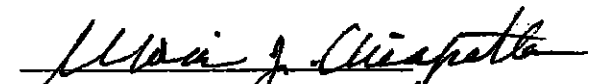
STATE OF FLORIDA                   )  
  )  
COUNTY OF MIAMI DADE        )

Sworn to and subscribed before me this 26 day of February 20 15, by  
Linda R. Fagan who (check one) ☒ is personally known to me or ☐ has  
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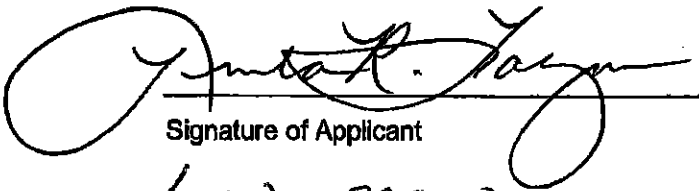
  
Notary Public, State of Florida

Gloria J. Chiapetta  
Print Name of Notary  
Commission No. EE 840619  
Commission Expires 2/4/17

## APPLICANT'S AFFIDAVIT

The applicant(s) does hereby represent and certify to the City of Homestead and the Community Redevelopment Agency as follows: (a) That he/she has the requisite authority to submit this Application to the City of Homestead Community Redevelopment Agency; (b) That there are no liens filed against the property or any portion thereof; (c) That there have been no repairs, improvements, labor, materials, or services bestowed upon the property or any portion thereof for which any or all of the cost of the same remains unpaid; (d) That no person, firm, or corporation is entitled to a mechanic's lien against the Property or any portion thereof under Chapter 713 of the Florida Statutes; (e) That there are no facts known to the property owner which would give rise to such a claim being asserted against the Property or any portion thereof; (f) That there are no unsatisfied judgments or any federal, state, or county tax deficiencies, which are a lien against the property or any portion thereof; (g) That there are no actions to proceedings now pending in any state or federal court to which the property owner is a party which would affect the title to the property or any portion thereof; and (h) That all the information, documents, submittals provided and made part of the application are true and correct.

The applicant(s) and property owner also hereby certifies that he/she has read and understood the required policies and procedures for the grant application and award attached hereto and agrees to be bound by the terms and conditions therein.



Signature of Applicant

LINDA FAGAN

Print Name

2/24/15

Date

FLA DRIVERS LICENSE

Valid Identification

Signature of Applicant

Date

Print Name

Valid Identification

Notice to Purchaser - In the event that this check is lost, misplaced, or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

Cashier's Check - Customer Copy

No. 1013702394

Void After 90 Days

30-1/1140  
NTX

Date 10/06/14 10:25:11 AM

HOMESTEAD  
0008 0109375 0019

Pay



To The MIAMI DADE TAX COLLECTOR  
Order Of

FOLIO#10-7813-013-0310

Remitter (Purchased By): LINDA R FAGAN INC

Bank of America, N.A.  
SAN ANTONIO, TX

\*\*\*\$14,773.36

Not-Negotiable  
Customer Copy  
Retain for your Records

001641001973



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Please do not include any special characters in the name, address, and e-mail field such as #, &, hyphens, comma, dashes.

We have moved. Our new address is:  
200 NW 2nd Ave, Miami, FL 33128

The information contained herein does not constitute a title search or property ownership.

## 2015 Details — Business Tax Account K L F PROPERTIES INC

Business Tax Account #4814969

[Account details](#)

[Account history](#)

2015	2014	2013	2012	2011	2010
Paid	Paid	Paid	Paid	Paid	Paid

Account number: 4814969

Business start date: 05/01/2002

Business address: K L F PROPERTIES INC  
MUNICIPALITIES LOC  
COMMERCIAL LESSORS, FL  
33888

Physical business location: COMMERCIAL LESSORS

Owner(s): K L F PROPERTIES INC

45 NW 4 ST  
HOMESTEAD, FL 33030

Mailing address: K L F PROPERTIES INC  
45 NW 4 ST  
HOMESTEAD, FL 33030

[Print account application \(PDF\)](#)

### Receipts And Occupations

#### Receipt 5025945

Hotels, apartments, motels, etc. or  
Commercial, industrial or office space  
COMMERCL/INDUST/OFFICE SPACE

10/01/2014  
—09/30/2015

NAICS  
code:  
531120  
Units:  
2372

Paid 2015-01-15 \$93.75  
Receipt #ECHECK-15-101706

[Print this bill](#)


[Tax Collector Home](#) [Search](#) [Reports](#) [Shopping Cart](#)

Please do not include any special characters in the name, address, and e-mail field such as #, &, hyphens, comma, dashes.

We have moved. Our new address is:  
200 NW 2nd Ave, Miami, FL 33128

The information contained herein does not constitute a title search or property ownership.

## Real Estate Account At 45 NW 4 ST, Homestead 33030-5941

Real Estate Account #10-7813-013-0310

[Parcel details](#) [Latest bill](#) [Full bill history](#)

2014

2013

2012

2011

...

2004

Paid

Paid

Paid

Paid

Paid

### Real Estate 2014 Annual Bill

[Print This Bill \(PDF\)](#)

Miami-Dade County Tax Collector

Notice of Ad Valorem Taxes and Non-ad Valorem Assessments

Account number

Escrow code

Millage code

10-7813-013-0310

—

1000

Paid 2014-11-05 \$5,983.04  
Receipt #ECHECK-15-009581

Amount due May be Subject to Change Without Notice

Mail payments to:

200 NW 2nd Avenue, Miami, FL 33128

Owner

K L F PROPERTIES INC  
45 NW 4 ST  
HOMESTEAD, FL 33030-5941

Situation address

45 NW 4 ST  
Homestead 33030-5941

Legal description

R L MOSERS ADD PB 1-142 LOTS 41 & 42 LOT  
SIZE 100.000 X 130 OR 18872-3103 1199 3

### Ad Valorem Taxes

Taxing authority	Millage	Assessed	Exemption	Taxable	Tax
Miami-Dade School Board					
School Board Operating	7.77500	263,443	0	263,443	\$2,048.27
School Board Debt Service	0.19900	263,443	0	263,443	\$52.43
State and Other					
Florida Inland Navigation Dist	0.03450	263,443	0	263,443	\$9.09
South Florida Water Mgmt Dist	0.15770	263,443	0	263,443	\$41.54
<b>Total</b>	<b>23.65720</b>				<b>\$6,232.33</b>

CAR 1420 - Exhibit 1

Taxing authority	Millage	Assessed	Exemption	Taxable	Tax
Okeechobee Basin	0.17170	263,443	0	263,443	\$45.23
Everglades Construction Proj	0.05480	263,443	0	263,443	\$14.44
Childrens Trust Authority	0.50000	263,443	0	263,443	\$131.72
Miami-Dade County					
County Wide Operating	4.66690	263,443	0	263,443	\$1,229.46
County Wide Debt Service	0.45000	263,443	0	263,443	\$118.55
Library District	0.28400	263,443	0	263,443	\$74.82
Fire Rescue Operating	2.42070	263,443	0	263,443	\$637.72
Fire Rescue Debt Service	0.01140	263,443	0	263,443	\$3.00
Municipal Governing Board					
Homestead Operating	5.92150	263,443	0	263,443	\$1,559.98
Homestead Debt Service	1.01000	263,443	0	263,443	\$266.08
<b>Total</b>	<b>23.65720</b>				<b>\$6,232.33</b>

**Non-Ad Valorem Assessments**

Levying authority	Rate	Amount
No non-ad valorem assessments.		

**Combined taxes and assessments: \$6,232.33**

If paid by:	Nov 30, 2014
Please pay:	\$0.00

Paid 2014-11-05 \$5,983.04  
Receipt #ECHECK-15-009581





Linda R. Fagan, ARNP, C.F.N.P./Ph.D.  
Psychologist • Family Practice • Pediatrics

Please be advised that  
I am applying for a CRA grant  
for \$25,000

I had a fire (enclosed article)  
in August of 2014 in my medical  
office. The inside of office  
was destroyed and I had to  
Rebuild. At this present time  
I am still in negotiations  
with bank (who holds mortgage)  
and insurance company.

With the \$25,000 I will be able  
to start the process of Rebuilding  
Sincerely  
Linda R. Fagan

AUGUST 8, 2014

# Fire Destroys Homestead Medical Offices

## Linda Fagan's Practice Displaced By Sudden Weekend Blaze

By Chris Green

Around 4:00am on Sunday night, a sudden fire tore through the offices of Linda Fagan and the Country Medical Center in Homestead.

While the building itself still stands, the interior is gutted, with everything having been burnt.

"The first alarm and multiple sensors went off around four," said Jessie Fagan, Linda's daughter and the office's manager. "Then the panic alarm and then the fire alarm went off."

As of press time, no official word has been given as to the reason for the fire having started.

Fagan stated that due to the extent of the damage, they are currently working out of her own home.

"It's only been two days so we are just working out of my house. We haven't been back in there since. Everything, all the antiques, my office, all of it was destroyed," said Fagan. "90% of the interior is com-



Fire destroyed documents, supplies, antiques, and more at the Country Medical Center in Homestead.

pletely gone."

In the intervening time, Fagan and her staff are forced to wait until an adjuster

arrives to assess the damage.

The status of the practice's medical records is still unknown as nobody is

allowed into the building until the adjuster has had a chance to review what is left.

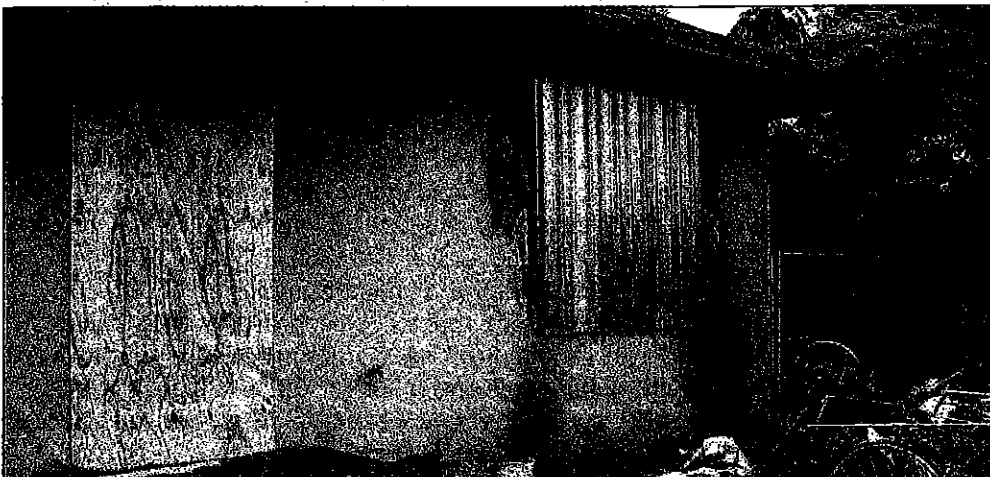
A visit to the Country Medical Center offices shows a heavily smoke damaged exterior, with water trails marking the side of the building where firefighters fought the blaze.

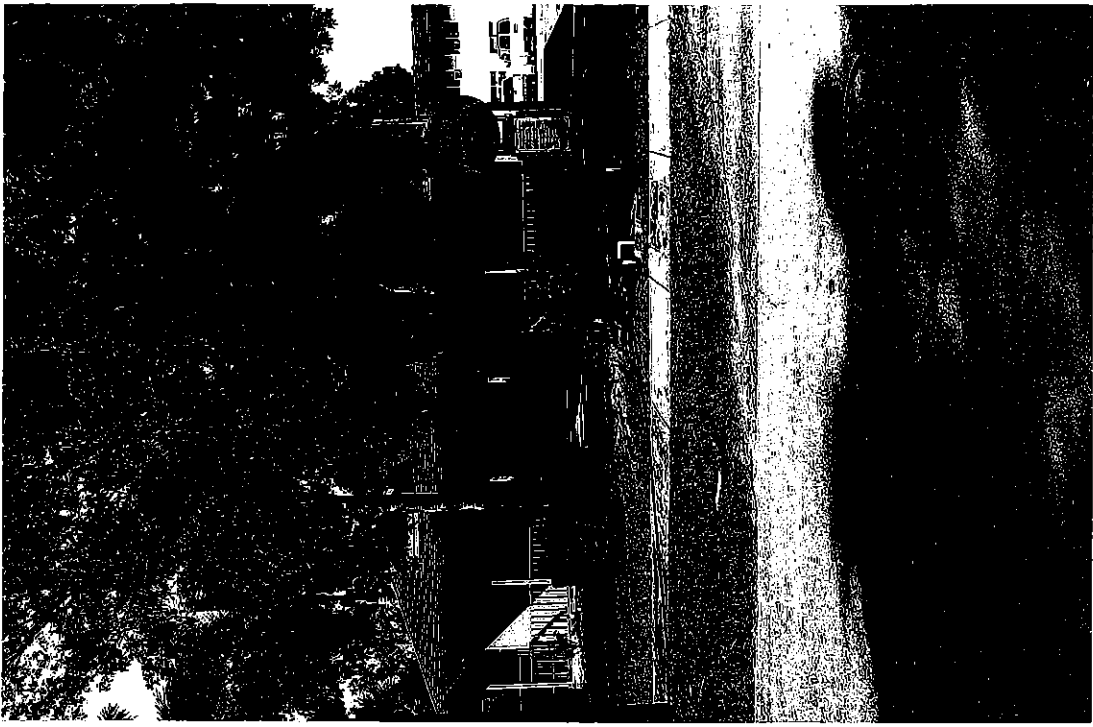
All windows and doors have been shuttered and secured.

Out back, a pile of burnt antiques lies, half turned into ashes.

Several nearby trees and landscaping items show signs of heat and fire damage as well.

While an official cause as to the origin of the fire remains to be announced at press,





# YOUR HPS Utilities Statement

COUNTRY MEDICAL CENTER

Service Address:  
46 NW 4 ST

Account #:  
000747205-000242355

Rate Class: COMMERCIAL

Service Period:  
01/08/2015-02/09/2015

Bill Date: 02/11/2015

Due Date: 03/09/2015



# HPS

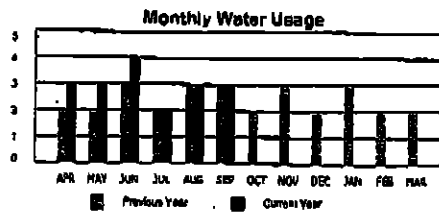
HOMESTEAD PUBLIC SERVICES  
WATER • SEWER • SANITATION

Community-Owned Services Since 1916

## WATER SERVICE CHARGES

SERVICE	CONSUMPTION	CHARGE
Water Service Charge		\$16.04
Irrigation Service Charge		\$16.04
Water Total		\$32.08

Day	
Reading	7428.00
Multiplier	1
Consumption	0.00
Avg Day	0.00



## OTHER CHARGES

Late Fee	\$0.92
Other Total	\$0.92

## TAXES

Public Service Tax (Electric & Water)	\$1.60
Dade Co Derm (Water & Sewer)	\$3.40
Taxes Total	\$5.00

Previous Bill Amount	\$2,109.46
Payments	\$0.00
Adjustments	\$0.00

## SANITATION SERVICE CHARGES

SERVICE	CONSUMPTION	CHARGE
Sewer Service Charge		\$29.27
Sewer Total		\$29.27
Sanitation Total		\$29.27

## SUMMARY OF CHARGES

Water Total	\$32.08
Energy Total	\$0.00
Sanitation Total	\$29.27
Other Total	\$0.92
Taxes Total	\$5.00
Current Charges	\$67.27

Past Due Amount	\$2,109.46
-----------------	------------

Total Amount Due	\$2,176.73
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Comments:  
Your account is currently PAST DUE and subject to immediate termination.

PLEASE FOLD ON PERFORATION BEFORE TEARING - RETURN BOTTOM PORTION WITH YOUR PAYMENT

NAME: COUNTRY MEDICAL CENTER  
SERVICE ADDRESS: 46 NW 4 ST  
CYCLE/ROUTE: 05-07



HOMESTEAD PUBLIC SERVICES  
P. O. BOX 31576  
TAMPA, FL 33631-3576

Account Number	Service Billing Period	Amount Due	Amount Paid
000747205-000242355	01/08/2015-02/09/2015	\$2,176.73	\$0.00
	Past Due Amount	\$2,109.46	
	Current Charges	\$67.27	
	Total Amount Due	\$2,176.73	

MAKE CHECKS PAYABLE TO: CITY OF HOMESTEAD  
PLEASE PLACE ACCOUNT NUMBER ON CHECK TO ENSURE PROPER CREDIT.

AMOUNT NOT PAID BY DUE DATE IS SUBJECT TO 1.5% LATE FEE.

\*\*\*AUTOMATED 5-DIGIT 33030 4 P35 931924A11-A-1  
735 1 AV 0.376



COUNTRY MEDICAL CENTER  
45 NW 4TH ST  
HOMESTEAD FL 33030-5941



CITY OF HOMESTEAD  
PO BOX 31576  
TAMPA, FL 33631-3576

00074720500002423550217673

CAR 1420 - Exhibit 1

T-435 P0001/0001 F-844

3052453292

03-02-15 11:21 FROM- KIDZ PULMONARY CNTR

RESOLUTION NO. 2015-\_\_\_\_\_

**A RESOLUTION OF THE BOARD OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF HOMESTEAD, FLORIDA, APPROVING THE ALLOCATION OF COMMERCIAL IMPROVEMENT GRANT FUNDS IN THE AMOUNT OF \$25,000 TO K.L.F. PROPERTIES, INC.; APPROVING GRANT AGREEMENT; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Homestead Community Redevelopment Agency (the "CRA") has allocated a pool of funds to be distributed as grant for the improvement of commercial property located within the CRA district in order to further the goals enumerated within the CRA Plan (the "Grant Funds"); and

**WHEREAS**, the owner of 45 N.W. 4<sup>th</sup> Street, K.L.F. Properties, Inc., (the "Applicant") has submitted an application for Grant Funds (the "Application"); and

**WHERE AS**, the Board has reviewed the Application and desires to award Grant Funds to the Applicant.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF HOMESTEAD, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals Adopted.** That each of the above stated recitals is hereby adopted and confirmed.

**Section 2. Grant Allocation Approved.** That the allocation of \$25,000 of Grant Funds to the Applicant, is hereby approved and the City Manager is hereby authorized to enter into an agreement with the Applicant, in substantially the form attached hereto as Exhibit "A" (the "Grant Agreement").

**Section 3. Implementation.** That the City Manager is hereby authorized to take all actions necessary for the implementation of this Resolution and the Grant Agreement.

**Section 4. Effective Date.** That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
JEFF PORTER  
Chairman

ATTEST:

\_\_\_\_\_  
Elizabeth Sewell, MMC  
City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
WEISS, SEROTA, HELFMAN, COLE & BIERMAN, P.L.  
City Attorney

Motion to adopt by \_\_\_\_\_ seconded by \_\_\_\_\_

**FINAL VOTE AT ADOPTION**

*Chairman Jeff Porter*  
*Vice Chairman Stephen Shelley*  
*Board Member Jon Burgess*  
*Board Member Judy Waldman*  
*Board Member Patricia Fairclough*  
*Board Member Elvis Maldonado*  
*Board Member Jimmie L. Williams, III*

\_\_\_\_\_  
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**EXHIBIT A:**  
**COMMERCIAL ENHANCEMENT GRANT PROGRAM AGREEMENT**

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2015 by and between the City of Homestead Community Redevelopment Agency, a Community Redevelopment Agency and political subdivision of the City of Homestead (the "City"), created by the City of Homestead, pursuant to Chapter 163 Florida Statutes, whose business address is 650 NE 22 Terrace, Homestead, Florida 33030 (the "CRA"), and K.L.F. Properties, Inc., hereinafter referred to as "RECIPIENT."

**WITNESSETH:**

**WHEREAS**, the CRA has established the Commercial Enhancement Grant Program (the "Program") pursuant to which the CRA shall award grant funds to local businesses improving their physical facilities in order to advance the goals established in the Community Redevelopment Agency Master Plan; and

**WHEREAS**, the CRA has established a grant fund to be divided among qualified businesses and commercial property owners seeking financial assistance through the Program (the "Program Fund"); and

**WHEREAS**, the RECIPIENT has applied to the CRA for an allocation from the Program Fund; and

**WHEREAS**, the CRA has evaluated the RECIPIENT'S application and desires to award the RECIPIENT a portion of the Program Fund for completion of the project identified in Exhibit "A" Scope of Work, (the "Project").

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

**ARTICLE I: RECIPIENT SCOPE OF WORK.**

- 1.1 The RECIPIENT, shall carry out or cause to be carried out the Scope of Work for the Project which is attached hereto as Exhibit "A" and made a part hereof.
- 1.2 RECIPIENT shall provide the CRA with quarterly progress reports detailing the progress of the Project until Project completion.

## **ARTICLE II: AWARD, DISTRIBUTION, LIMITATION OF COSTS.**

- 2.1 The CRA shall grant to Recipient, an award of Program Funds, which shall not exceed \_\_\_\_\_ and 00/100 (\$ \_\_\_\_\_) for the completion of the Project (the "Award").
- 2.2 The CRA shall disperse the Award to Recipient on a reimbursement basis for costs incurred by Recipient in the completion of the Project. Prior to the disbursement of the Award, Recipient shall submit to the CRA, evidence of project completion, all contractor invoices demonstrating the cost incurred by Recipient as well as proof of payment to contractors upon completion of the Project. The CRA reserves the right to verify all such information received by Recipient. The CRA likewise reserves the right to conduct periodic audits of the approved project at any time before completion or up to six years after completion. Recipient agrees to maintain records of all payments made and work performed and make them available to the CRA directly or to a third party auditor hired by the CRA upon request. Failure to comply with these provisions could result in forfeiture of future funding under the program and disqualification for future consideration for City grants.
- 2.3 The financial obligation of the CRA for the completion of the Project shall be limited to the Award. RECIPIENT shall be solely responsible for all costs associated with the Project and/or operations of the Recipient exceeding the Award unless otherwise specified in writing by the CRA.
- 2.4 The term of this Agreement shall commence upon execution and shall expire upon satisfactory completion of the Project and the submission of all required reports by RECIPIENT. Any duties, obligations and liabilities of RECIPIENT under this Agreement shall survive the expiration or termination of this Agreement.

## **ARTICLE III: INDEMNIFICATION.**

RECIPIENT shall defend, indemnify, and hold harmless the CRA and the City of Homestead (the "City"), and their respective officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgments or damages, and statutory fines and penalties (collectively referred to as loss or losses) arising out of, related to, or in any way connected with RECIPIENT's and / or RECIPIENT's employees, officers, agents or contractors performance, errors, acts or omissions under any provision of this Agreement including, but not limited to, liabilities arising from contracts between RECIPIENT and third parties made pursuant to this Agreement, except to the extent the losses are solely caused by the negligent act or omission of the CRA, the City or their respective officers, agents and employees. RECIPIENT shall reimburse the CRA and City for all of their expenses, including reasonable attorneys' fees and costs, incurred in and about the defense of any claim or



investigation and for any loss arising out of, related to, or in any way connected with RECIPIENT's or RECIPIENT's employees, officers, agents or contractors performance, errors, acts or omissions under this Agreement, except to the extent the losses are solely caused by the negligent act or omission of the CRA, City, its officers, agents and employees.

#### **ARTICLE IV: INSURANCE.**

The RECIPIENT shall at all times carry comprehensive general liability insurance, with minimum policy limits in the amount of at least One Million (\$1,000,000.00) Dollars per occurrence, combined single limit, for property damage and bodily injury, including death, as well as workers compensation coverage (if applicable) in the limits provided by Chapter 440, Fla. Stat. The CRA and the City of Homestead shall be named as an additional insured on all of the above insurance policies, to the extent permitted by law. If requested by RECIPIENT, CRA may authorize, in writing, RECIPIENT to provide the above described insurance coverage via RECIPIENT'S contractor. Each insurance policy shall state that it is not subject to cancellation or reduction in coverage without written notice to the CRA and the City of Homestead thirty (30) days prior to the effective date of cancellation or reduction of coverage.

#### **ARTICLE V: ENTIRE AGREEMENT.**

This Agreement and its attachments constitute the entire agreement between RECIPIENT and CRA, and all negotiations and oral understandings between the parties are merged herein.

#### **ARTICLE VI: NON-ASSIGNABILITY.**

The RECIPIENT may not assign this Agreement without the prior written consent of the CRA.

#### **ARTICLE VII: ADDITIONAL DOCUMENTATION.**

The RECIPIENT, as a condition of being awarded Program Funds must sign all other documentation required by the CRA, relating to the completion of the Project as enumerated in the Exhibit "A": RECIPIENT Scope of Work.

#### **ARTICLE VIII: PROHIBITION AGAINST CONTINGENT FEES.**

The RECIPIENT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the RECIPIENT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the RECIPIENT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement.

**ARTICLE IX: INDEPENDENT CONTRACTOR.**

RECIPIENT is an independent contractor under this Agreement. Services provided by RECIPIENT shall be by employees of RECIPIENT and subject to supervision by RECIPIENT, and not as officers, employees, or agents of CRA or the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered or performance provided by RECIPIENT under this Agreement shall be those of RECIPIENT.

**ARTICLE X: RECORDS.**

All records and contracts of whatever nature required by this Agreement shall be available for audit, inspection or copying at any time during normal business hours and as often as the CRA may deem necessary. The CRA shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement. The RECIPIENT shall retain all of its records and supporting documentation applicable to the Agreement for six (6) years after receipt of the Grant.

**IN WITNESS WHEREOF**, the parties have executed the Agreement as of the date first above written.

**City of Homestead Community  
Redevelopment Agency**

**RECIPIENT :**

By: \_\_\_\_\_  
City Manager, City of Homestead

By: \_\_\_\_\_  
(Sign and Print Name)

Its: \_\_\_\_\_

ATTEST:

WITNESS

By: \_\_\_\_\_

By: \_\_\_\_\_

## **EXHIBIT A: RECIPIENT SCOPE OF WORK**

**Repairs of fire damage to 45 NW 4<sup>th</sup> Street. Estimated Damage amount is \$300,000.  
Estimated Cost of Project is \$100,000 to \$250,000.**